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## DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

(Head notes prepared by M. P. Burks, State Reporter.)

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PIEDMONT BANK AND OTHERS V. HATCHER AND OTHERS.—Decided at Richmond, January 14, 1897.—*Buchanan, J.*:

1. CHANCERY PLEADING—*Denial under oath of an endorsement—Burden of proof.* Where the answer of a maker of a note denies that the payee endorsed it to the complainant as alleged in the latter's bill, and the denial is supported by affidavit, as required by sec. 3279 of the Code, the burden of proof is thrown upon the complainant to show such endorsement, and in default thereof his bill should be dismissed.

2. FRAUD—*Evidence of other like frauds admissible.* Where fraud in the sale and purchase of property is in issue, evidence of other frauds of like character, committed by the same party, at or about the same time, is admissible. Large latitude is always given to the admission of evidence where the charge is fraud.

3. NEGOTIABLE PAPER—*Fraud or illegality in its inception—Burden of proof on holder to show bona fides, &c.* If the maker of a negotiable note, or other party primarily bound for its payment, or bound by the original consideration, proves that it was obtained by fraud or illegality in its inception, or if the circumstances raise a strong suspicion of fraud or illegality, the holder of the note must show that he obtained it *bona fide* for value in the usual course of business before maturity and under circumstances which create no presumption that he knew of the facts which impeach its validity.

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NUNNALLY AND OTHERS V. STRAUSS AND OTHERS.—Decided at Richmond, January 28, 1897.—*Harrison, J.—Keith, P., and Buchanan, J.,* dissenting:

1. INSOLVENT CORPORATIONS—*Equity jurisdiction at suit of simple contract creditor.* A court of equity has jurisdiction to entertain the suit of a simple contract creditor who has no lien, brought for the purpose of administering the assets of an insolvent and abandoned corporation. *Finney v. Bennett*, 27 Gratt. 365, approved.

2. MULTIFARIOUSNESS. Whether or not a bill is multifarious depends upon its allegations and not upon its prayer. Where the plaintiffs have a common interest in the subject-matter of the suit, the litigation grows out of one and the same transaction, the defendants have a co-extensive interest and liability, and can suffer no possible disadvantage from the frame of the bill, and a multiplicity of suits will be avoided, the bill cannot be said to be multifarious.

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WESTERN UNION TELEGRAPH CO. V. POWELL.—Decided at Richmond, February 4, 1897.—*Buchanan, J.*:

1. CONSTITUTIONAL LAW—*Sections 1291 and 1292 of the Code—Telegraph companies.* Sections 1291 and 1292 of the Code regulating the sending and delivery